Mount Abraham Unified School District

Boards of Directors' Policy

2018 - 2019

Policy Area: Personnel

Policy Subject: Employment Policy for Support Staff

<u>Personnel Covered:</u> Hourly and salaried support staff, including supervisors, not covered by the Educational Support Personnel collective bargaining agreement.

Full-time, Year-round Employee: An employee on a regular schedule with a minimum of 40 hours/week, 52 weeks per year, for a minimum of 2,080 hours/year

Full-time, School-year Employee: An employee on a regular schedule with a minimum of 35 hours/week when school is in session (175 days) plus 10 in-service days and 11 holidays, for at least 196 days, a minimum of 1,372 hours/year

<u>Part-time, Year-round Employee:</u> An employee on a regular schedule working less than 40 hours/week and a minimum of 20 hours/week, 52 weeks a year

<u>Part-time, School-year Employee:</u> An employee on a regular schedule working less than 35 hours/week and a minimum of 17.5 hours/week when school is in session

Temporary Employee: Students and persons hired for a specific time and task, no benefits are offered.

<u>Note:</u> Classification results from total regularly scheduled hours, all departments; excludes scheduled lunch time. All support staff are entitled to an unpaid ½ hour lunch/dinner break.

All benefits will be prorated based on Full-time Equivalent of 40 hours per week, 52 weeks per year (except where noted).

Hiring: All employees are required to complete the necessary paperwork (application, etc). Written confirmation of employment will be issued by MAUSD and include a rate of pay, scheduled hours of work, and a job description (if applicable) and the name of the administrative supervisor. A copy of this employment policy is provided by MAUSD. Employment is conditional upon receipt of an acceptable Criminal Record Check with fingerprints.

Probationary Period: Employees newly hired by the district are on probation for a period of 120 work days. If his/her supervisor considers his/her performance to be unsatisfactory anytime during this period of time, the employee may be dismissed.

Personnel Files: A personnel file shall be set up and maintained only at the Superintendent's office. The personnel file will contain, but will not be limited to, the following materials:

- Completed Application Form
- Job Description
- Letter of Hire
- Pre-Employment or Special Physicals
- Driving Records (Bus Drivers)
- Payroll Data
- Evaluations
- Person to be notified in the event of injury or illness (address & telephone number)
- Criminal Record Check

These records will be kept in the strictest confidence for the time a person is employed and also following termination of employment.

Benefits: Initiation of Benefits: Subject to the carrier's requirements, an employee may enroll in the district's insurance plans on the first of the month following successful completion of 60 calendar days of employment). Benefits will begin only after completion of the appropriate application forms. Benefits will end at termination or change in employment status.

Eligibility for holidays and leaves begins immediately upon hire.

<u>Section 125 Plan:</u> The district shall provide an Internal Revenue Service Section 125 Plan in order to convert deductible and uninsured medical expenses, dependent care and other IRS allowable expenses to pre-tax dollars.

Insurance: Medical Insurance (for employees who work a minimum of 20 hours/week)

The employee may elect enrollment for an individual, two-person, parent and children or family medical insurance program from the following options:

Blue Cross/Blue Shield, VEHI (Vermont Education Health Initiative) Platinum Plan, Gold Plan,

Gold CDHP Plan, Silver CDHP Plan. Regardless of plan chosen the board contribution shall not exceed 89% of the Gold CDHP premium with the remainder of the premium assumed by the employee.

The employee may choose either an HRA or HSA to accompany their plan. (note: HSAs are only eligible to accompany the Gold CDHP or Silver CDHP plans.)

- HSA The Board agrees to match HSA contributions made by the employee at a rate of 1:2. For every dollar the employee contributes the Board will contribute two dollars up to the maximum out of pocket cost of the Gold CDHP plan.
- HRA The Board agrees to contribute to an HRA whereby the employee pays first dollars up to the equivalent of 15% of the out of pocket costs of the Gold CDHP plan with the Board assuming the balance up to the maximum out of pocket costs of the Gold CDHP plan.

The health insurance contribution is to be paid in 20 pays beginning in September, providing the employee remains in our employment.

For returning employees, open enrollment in the medical insurance plan is limited to once a year between May 15 and June 15 to be effective July 1.

Health Buyout: (for employees who work a minimum of 20 hours/week): A \$750.00 buyout option will be available to support staff personnel who have medical coverage from another source. Certified documentation will be required as proof of alternate medical insurance coverage. Support staff employees selecting the cash payment buyout option in lieu of the health insurance benefit shall receive ½ of the amount in December and the remaining ½ in June.

Disability Insurance: (for employees who work a minimum of 20 hours/week):

- A. The Board agrees to pay 100% of the premium costs for a long term disability ("LTD") insurance plan with a ninety (90) day elimination period. The plan shall provide 66 2/3% of a support staff's salary following the elimination period. When a support staff becomes eligible for coverage under the LTD insurance plan he/she will no longer be eligible to use sick days.
- B. Each eligible support staff shall apply for LTD coverage at the earliest possible time allowed by the carrier (i.e., so that the benefit will commence at the completion of the 90 day elimination period) and shall utilize this coverage as soon as benefits are authorized by the carrier.
- C. After a support staff has been receiving a combination of sick leave and LTD insurance benefits for a period of twelve (12) consecutive months, the District will no longer be responsible for contributing towards the premium costs of any insurance plan provided pursuant to this Agreement.
- D. After a support staff has been receiving a combination of sick leave and LTD insurance benefits for a period of eighteen (18) consecutive months, said support staff shall no longer have employment reinstatement rights with the District.
- <u>Dental Insurance (for employees who work a minimum of 30 hours/week):</u> All employees meeting carrier requirements, enrolled in the district's medical plan, and scheduled to work a minimum of thirty (30) hours per week may enroll for a single membership in its Group Dental Plan. The district shall pay 100% of the premium costs of a single membership.
- <u>Life Insurance (for employees who work a minimum of 20 hours/week):</u> The district shall provide a group term-life insurance policy having a death benefit of \$15,000 for each worker who meets the requirements of the carrier.

Social Security (FICA): Social Security is paid as required by law.

- Retirement Contribution (for employees who work a minimum of 1,000 hrs/yr): The district shall provide a Tax-Deferred Annuity Plan for Support Staff who work at least 1,000 hours per year. The district will contribute on a matching basis up to 5% of the employee's wages after 2 years of continuous employment. The choice of plan carrier and the effective date will be at the discretion of the MAUSD Board.
- Workers' Compensation Leave: Workers' Compensation issues will be administered in accordance with the provisions of the Vermont Workers' Compensation statute [21 V.S.A., Chapter 9]; this shall include, by way of example but not limitation, employment reinstatement rights. An employee on an approved workers' compensation leave may access 1/3 of their accrued paid leave time to offset the difference between w/c benefits and his/her full salary. FMLA/VPFLA leave will be provided concurrent with w/c benefits where concurrent entitlement exists.

<u>Unemployment Compensation:</u> The district shall provide Unemployment Compensation as required by law.

Vacation (Full-time and Part-time, Year-round Employees):

Employees will receive up to 10 vacation days in their first year of employment, prorated based on the number of months worked from the hire date to June 30. (Number of months worked x = 0.8333 days = allowed vacation in first fiscal year of employment.)

It is the district's policy to bring all employees to the same fiscal year cycle of calculating the vacation benefit. On July 1 after the hire date, employees with less than 6 months of service will be awarded 10 vacation days. Employees with more than 6 months of service will be awarded 11 vacation days.

Thereafter on July 1, employees will receive 1 additional day of vacation for each additional year of service, up to a maximum of 20 days.

Vacation indicated above is earned throughout the contract year. When an employee terminates his/her employment, he/she will be reimbursed for any unused accrued vacation time provided said employee provides written notice of resignation as set forth in the Termination section of this contract. If the employee has used more vacation time than was earned in the year of termination, his/her final paycheck will be adjusted for the amount of used but unearned vacation time.

Vacation time is non-cumulative and must be taken by June 30 of each fiscal year. If vacation time cannot be used by June 30, arrangements are to be made by the employee with his/her supervisor, subject to approval by the Superintendent. In order to appropriately schedule workflow and maintain adequate coverage, vacation time must be approved in advance by the employee's supervisor.

Holidays: (for employees who work a minimum of 20 hours/week):

Independence Day (Year-round employees only)

Labor Day

*Veterans' Day

Thanksgiving Day

Friday following Thanksgiving

Christmas Day

One day before or after Christmas, as determined by the Superintendent

New Year's Day

- *Martin Luther King Day
- *President's Day
- *Town Meeting Day

Memorial Day

Note: No other holidays are authorized without Board approval. The preceding holidays are offered providing the employee is scheduled to work the weekday the holiday falls on.

Holidays falling on Saturday or Sunday are rescheduled by the Superintendent.

School-year employees: When a floating holiday falls on a regularly scheduled student attendance day, employees will be paid for an additional day.

* Full-time employees may use these as "floating holidays off" on any non-student or non-in-service day with the approval of their supervisor.

Custodians: Any custodian who is scheduled to work on a floating holiday will receive an extra day of pay.

Leaves: Sick Leave: (for employees who work a minimum of 20 hours/week):

School-year employees are entitled to twelve (12) days of sick leave each year and year-round employees are entitled to thirteen (13) days of sick leave each year.

Employees employed less than full time are prorated based on the employee's FTE workday. The days are cumulative to ninety (90) work days.

When a support staff member becomes eligible for coverage under the long-term disability plan, he/she will no longer be eligible to use sick days or draw on the Sick Bank.

IMPORTANT NOTE: Sick leave is to be used only when an employee is unable to work due to illness or injury or as allowed under family illness. If a person is absent three (3) or more consecutive days for personal illness, a physician's certificate may be requested.

The available number of sick leave and personal leave days will be provided in the employee

portal.

Family Illness: (for employees who work a minimum of 20 hours/week): Employees may use up to twelve (12) days of accumulated sick leave on an annual basis for sickness of an immediate family. Said immediate family is identified as: spouse, civil union partner, child, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, or other member of the immediate household.

The Board shall comply with the requirements of the federal Family and Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (VPFLA) for all eligible employees.

Sick Bank: (for employees who work a minimum of 20 hours/week):

The Sick Bank is a reserve of days for those support staff members in need of sick days exceeding his/her accumulations. A support staff member may choose to become a member of the Sick Bank by donating one sick day at the beginning of each school year. Days may be requested for their own personal illness only after a support staff member has exhausted his/her own accumulated days and only the appropriate number to meet the disability insurance elimination period.

First year employees may join without contributing days in the first year of employment

The Sick Bank shall be governed by a committee comprised of a representative from the building administration and a support staff representative. Selection of the support staff representative shall be by contributing members. Data concerning the Sick Bank will be maintained by the administration and is available upon request. Decisions by the committee will be based on need.

- Bereavement: (for employees who work a minimum of 20 hours/week): In the event that a death of a member of the immediate family of the employee or the employee's spouse (spouse, civil union partner, child, grandchild, parent, grandparent, siblings, or other member of the immediate household) occurs, the employee may be granted by the administrative supervisor a leave of absence of up to 4 days per occurrence without loss of compensation. The Superintendent shall have the discretion to grant additional time or to grant leave for individuals not noted here-in without establishing a precedent.
- **Personal Leave: (for employees who work a minimum of 20 hours/week):** Up to 3 days per year may be granted for paid personal leave to conduct personal business that cannot be taken care of outside the regular work hours. Requests shall be made to the administrative supervisor, in advance.
- **Professional Days:** Two professional days may be granted to support personnel per year with the prior approval of the administrative supervisor. Additional days may be granted at the discretion of the administrative supervisor.

Military Duty: Leave shall be granted for military service as provided for by the applicable Vermont

and/or federal law. All full-time staff members who become involved in the National Guard and Reserve summer camp training shall be paid only that amount that is the difference between their reserve pay and his/her staff pay, only for those days in which their services are lost to the school. A staff member so affected must submit a copy of a pay voucher for the particular period involved, signed by the unit commander.

- **Jury Duty:** It is your civic duty to report for jury duty whenever called and to comply with any subpoena or summons requiring you to appear as a witness. If you are called for jury duty or summoned as a witness, you must notify your administrative supervisor. The Board will compensate said employees the difference between the jury duty fee (if any) and said employee's daily rate of pay.
- <u>Leaves of Absence:</u> Leaves of absence may be granted without pay when requested in writing and approved by the Superintendent or his/her delegate. A 30-day notice is required except in an emergency.
- **Physicals:** Any person before employment may be required to have a physical and drug test wherein an approved physician certifies their fitness to do the work for which they have applied. If performance concerns arise as it relates to the employee's physical health, a physical may be requested anytime by a person's immediate supervisor with the approval of the Superintendent or his/her delegate. Physicals required by this section will be paid for by the school district.
- <u>Mileage</u>: With prior approval from the administrative supervisor, individuals using their personal vehicle in performing job-related duties may request mileage reimbursement at the approved rate.
- **School Closing:** When school or a school district building is closed, that is when the students are instructed not to attend school on a scheduled school day, all full time, year round staff members are expected to be available to work if required.
- **Evaluation:** Each employee shall be evaluated by his/her administrative supervisor at the end of the probationary period, then once each year. The evaluation will be in writing and include a complete review of the employee's job description and performance related thereto. At any time during the year, a supervisor may conduct a special evaluation if an employee's performance is unsatisfactory or marginal. An improvement plan will be implemented to address unsatisfactory performance and reviewed within a specified period of time for improvement. Lack of improvement in an employee's performance between reviews will constitute grounds for dismissal. All evaluations must be placed in the employee's personnel file.

An employee will sign his/her evaluation acknowledging having seen and discussed contents. The employee's signature does not necessarily imply agreement with the conclusion of the evaluation. The employee has the right to submit a letter with reasons for disagreeing with the contents that have been placed in the evaluation. The letter shall be attached to the evaluation in the employee's personnel file.

- **Pay: Wages:** Both hourly rates and salary rates will be set at the time of employment based on the Board's Compensation Plan and reviewed before the start of each fiscal year. Payroll timesheets will be filed every two weeks.
- **Overtime:** Overtime must always be approved *in advance* by the employee's administrative supervisor. All hourly workers who work over 40 hours per week will be compensated at the rate of time and a half of their rate of pay.
- <u>Pay Periods:</u> Pay periods are every two weeks. All staff will be paid via automatic deposit to the financial institution of their choice. There may be a lag in receiving one's initial deposit to permit the orderly processing of payroll information.
- Annual Salary Adjustments: Support Staff may receive a percentage increase on the base salary based upon performance review and budgetary constraints. In addition to any appropriate base salary awarded each year, and subject to budgetary limitations, a Support Staff employee may be awarded the following on an annual basis:
- <u>In-service Incentive:</u> On an annual basis, an employee may be awarded a lump sum of \$500 as recognition of the employee's completion of training or workshop opportunities, (15 hours minimum) taken on employee's time. Notification and documentation must be received by May 15 for the award to be made in the next school year. The award does not change the individual employee's base salary.

Training/workshop hours completed may be accumulated and carried over to the following school year(s). (Example: An employee takes 20 hours of approved training and earns the incentive as of the following July 1st. 15 hours are deducted, leaving a balance of 5 hours to carry over.)

The training/workshop must be job related and approved in advance by the Superintendent of Schools or his/her designee. All training/workshop activity must be aligned with the employee's position responsibilities and goals and also with the needs of the school.

Longevity Incentive: In recognition of continued service, a Longevity Incentive will be paid annually for each of the following years of service:

Years of Service	Amount	
15 – 19	\$200.00	
20 - 24	\$250.00	
25 +	\$300.00	

Educational Activities Reimbursement: Reimbursement up to \$1500 will be paid by the district toward the cost of pre-approved courses and materials upon documented evidence of satisfactory completion with a grade B or better. The reimbursement payment will be processed and paid as a

separate check.

A pre-paid benefit of up to \$300 will be paid by the district toward the cost of pre-approved conferences, seminars or workshops. Documented evidence of satisfactory completion is required within a week of the activity.

<u>Termination: Reduction in Force (RIF):</u> Occasionally, it will be necessary to reduce staff. When RIF becomes necessary, the administration, in collaboration with job area supervisors, will make a thorough study of the staff. The following factors will be considered: performance evaluations, attendance record, and compatibility to job. If all factors are equal, the last support staff member hired will be laid off. A laid-off support staff member will be given a two week notice with pay. Support staff may be recalled in the reverse order of RIF, if the support staff member is deemed qualified for an open position at the discretion of the administration.

Resignation: A letter of resignation, stating reason(s) for leaving, is expected at least two weeks prior to termination.

<u>Suspension or Dismissal:</u> In an employer-initiated termination, a two week notice, including statement of cause, will also be initiated, except, when the result of a dishonest or unsafe act. Normally, dismissal follows an evaluation process described in this policy. However, flagrant violation of district policy, dishonesty, insubordination, or misconduct may result in immediate suspension or dismissal.

<u>Career Change:</u> Staff members who leave the district with a minimum of 12 years continuous service will receive \$20.00 a day for a maximum of 90 unused sick days.

Exit Interview: Upon request, an exit interview will take place with the Superintendent or his/her designee.

Right of Appeal: Questions that arise as to conditions of employment or the interpretation of this policy, which cannot be resolved by the person and the administrative supervisor may be appealed to the Superintendent or his/her delegate and ultimately to the Board of Education if the issue remains unresolved.

Date Approved

for Posting: 4/30/18

Date Posted: 5/2/18

Date Adopted: 5/29/18

Date In Effect: 7/1/18

Mount Abraham Unified School District Support Staff Compensation Plan 2018-2019

	Position Expectations	Titles	Range
GRP 1	Supervisor/Manager –supervises and provides direction to others; provides budgetary oversight to a department; responsibilities for public relations	Executive and Administrative Assistants, Facilities Manager, Registrar, Program Coordinator	\$16.00 - \$32.00 Hr
GRP 2	Assistant to Supervisor/Manager: works w/ independence and within prescribed guidelines and routines	Food Service Manager, Assistant Facilities Manager, Program Coordinator Assistant	\$14.00 - \$22.00 Hr
GRP 3	Takes direction from supervisors, classroom teachers, or administration	Food Service Staff, Temporary Educational Assistants, Special Education Clerical Staff, Clerical Assistant/Receptionist,	\$10.50 - \$20.00 Hr
GRP 4	Provides specific technical skills or unique abilities for specialized tasks	Educational Tutor, Technology Support Specialist, Sign Language Interpreter, Accountant, Assistant Accountant, Payroll Specialist, Accounts Payable Specialist, Human Resource Specialist	\$15.39 - \$36.85 Hr
	 Notes: Compensation shall be reviewed by the School Board annually prior to budgeting. Increases, when given, shall attempt to correct inequities, reward outstanding performance, and adjust for the cost of living. Benefits per latest Employment Policy for Support Staff Substitute Teachers: \$11.50 per hour Salary rates will not exceed the top end of salary ranges for each group. 		